But the real basis of the decision, and its chief interest and value, are to be found in the principle that in this as well as in other cases arising under the Act, it is to be interpreted in the light of its purpose to secure to the unfortunate debtor freedom from the demands of his creditors, upon condition of his surrender of his non-exempt property. Clearly this purpose is to be considered in determining the right to a discharge, and in voluntary bankruptcies; but the novel feature of the decision is its application to the matter of the dissolution of liens. Under the law as thus settled, this dissolution inures to the benefit of the bankrupt as well as the unsecured creditors. As already stated, the question had been a disputed one, the view now established having been foreshadowed in an able opinion of Judge Jones in Re Tune,[6] which had been followed by the Circuit Court of Appeals for the Ninth Circuit in Re Forbes.[7]

M. E. H.

Fraudulent Purchase of Pledge by Pledgee at his own Sale.—The case of Cushing v. The Building Association of the Society of the New or Practical Psychology[1] decided by the Supreme Court of California affords a good illustration of the modern attitude of the law as to the pledgee's rights in the pledged property. It was there held that where a pledgee fraudulently sells the pledge before the pledgor's default and buys it in at his own sale, he does not thereby forfeit his property in the pledge, but that the contract of pledge remains unaffected, unless the pledgor or his assigns see fit to treat the attempted sale as a valid one.

In reaching this conclusion the court followed the analogy of the case of a wrongful sale by the pledgee to the third person, in which case it has been held that the transferee at least acquires the rights of the original pledgee, and that the pledgor or his successor must satisfy the obligation of the pledge before he is entitled to regain the property.[2] There is another line of reasoning, not suggested by the court, which might apply in this case. There is a line of cases holding that a purchase by a pledgee at his own sale, in good faith, is not void but voidable at the election of the pledgor —and if the latter elects to avoid the sale, there is no conversion by the pledgee where no change has occurred in the actual condition or situation of the property. The relation of the parties remains the same as before the attempted sale, the pledgee continuing to hold under the contract of pledge. But the sale must either be accepted or rejected in its entirety. When it is rejected and the pledgee remains in possession and control of the property with ability to perform his contract by restoring the pledge to the pledgor

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[6] (1902) 115 Fed. 906.
[7] (1911) 186 Fed. 79.
[1] Cushing v. Building Association, (1913) 46 Cal. Decs. 69.
[2] Williams v. Ashe, (1896) 111 Cal. 180; Brittain v. Oakland Bank of Savings, (1899) 124 Cal., 282; Talty v. Freedman's Savings and Trust Co., (1876) 93 U. S. 321; Belden v. Perkins, (1875) 78 Ill. 449.

on demand, the contract of pledge remains in force.[3] Since the California Court held that the fraud of the pledgee in this case was immaterial under the circumstances, these cases seem directly in point.

The cases on this subject show a very decided development of the law as to the pledgee's rights in the subject of the pledge, from a mere personal right of lien to a property right in the thing itself. At common law it was once held by the English courts that in the case of the simple pawn of personal chattels, if the creditor parted with possession he lost his right in the pledge.[4] And the earlier American authorities, notably in Massachsetts, followed the theory that a pledgee had only a lien upon goods deposited as a pledge, which could only be maintained on the basis of possession; and therefore, when he relinquished the possession, the lien, so the case, held, was ipso facto extinguished.[5]

Though the law is often criticized as stationary and unprogressive, there appears to be, from this conception of a pledge's rights to that expressed by the English Court of Common Pleas in Johnson v. Stear in 1863[6] a very considerable advance. The Court in that case held that the pledge of goods as security for a loan created an interest and a right of property in the goods which was more than a mere lien; and that the wrongful act of the pledgee did not annihilate the contract between the parties, nor did it destroy the interests of the pledgee in the pledge. Later cases follow this ruling, but, in a more logical way, refuse to allow nominal damages for the technical breach of the contract of pledge, as was there done, and refuse to allow any damage unless the pledgor is able to establish real injury.[7]

This tendency of the law seems justified, for if we grant that the pledgee has a property right in the thing pledged, it follows naturally that as long as his exercise of that right causes no real damage to the pledgor or does not place him at a disadvantage or inconvenience, the pledgee should not forfeit his property rights. Even if his action in violation of the pledge causes damage to the pledgor, it seems that the latter should be allowed to recoup in damages rather than receive the benefit of the forfeiture of the pledgee's rights.

In the case under discussion, the pledgee's attempted sale caused no damage to the pledgor's assignee: the pledgee still had the property in his possession and was ready and willing to deliver it

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[3] Glidden v. Mechanic's Bank, (1895) 43 L. R. A. 737; Farmer's Loan and Trust Co. v. Toledo, etc., Ry. Co., (1893) 54 Fed., 759; Story on Bailments, Sec. 319.

[4] Ryall v. Rolle, 1 Atk. 107. Affirmed in Reeves v. Capper, (1838) 5 Bing. (N. C.) 136.

[5] Holmes v. Crane, (1824) 2 Pick., 607; Sumner v. Whittaker, (1838) 20 Pick., 399.

[6] Johnson v. Stear, (1863) 15 C. B. (N. S.) 330.

[7] Donald v. Suckling, (1866) L. R. 1 Q. B., 585; Halliday v. Holgate, (1868) L. R. 3 Ex., 399.

up. The rights of the assignee were insured in every way. He merely stepped into the pledgor's place and took what interest the latter had in the property. A. A.

International Law: Expatriation: Suffrage.—In Mackenzie v. Hare,[1] the Supreme Court of California held that the plaintiff, having married a British subject, had forfeited her privilege of suffrage in her native state, although the amendment of October 10, 1911 to section 1 of article 2 of the Constitution of this state extended the privilege to women. Plaintiff was a citizen of the United States prior to her marriage to Mackenzie in 1909, and no event effecting her status as a citizen has occurred since that time, except said marriage. The court was called upon to construe an act of Congress[2] which became law on March 2, 1907, the first sentence of which reads as follows: "That any American woman who marries a foreigner shall take the nationality of her husband." The court held that the plaintiff had denationalized herself by marriage to the alien by virtue of the force of the statute, although against her consent, just as an alien woman who marries an American citizen becomes a citizen of the United States by virtue of the Act of 1855.[3]

The decision invites comment as it presents questions concerning citizenship, expatriation, naturalization, and right of suffrage upon which there has not as yet been judicial determination.

It was not until the Act of 1868[4] that the right of expatriation was declared to be "natural and inherent." But even since the passage of this Act the question remains somewhat unsettled as to whether a native American citizen may expatriate himself. The Act of 1868 deals with aliens who have become citizens by naturalization. A decision[5] which emphasizes this fact, says: "As to whether allegiance can be acquired or lost by any other means than statutory naturalization is left by Congress in the same situation as it was before the passage of the Act." It was held by the court in this decision that a native born women who had married an alien subject of Italy, permanently residing in the United States did not lose her citizenship. A different conclusion was reached in Pequignot v. Detroit,[6] where the court held that the marriage of a naturalized American woman to an alien denationalized her. Still another decision[7] holds that expatriation cannot be determined by marriage alone, but that steps must be taken towards naturalization in a foreign country before that object can be accomplished. Could the plaintiff have registered as a voter if her marriage had taken place prior to the 1907 statute? If the Supreme Court would acquiesce in the recommendation of the Commissioners'

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[1] Mackenzie v. Hare et al., (Aug. 15, 1913) 46 Cal. Dec. 95.
[2] 34 U. S. Stats. 1228 (1907).
[3] 10 U. S. Stats. 604; U. S. Rev. Stats. 1994, (1855).
[4] 15 U. S. Stats. 223; U. S. Rev. Stats, sec. 1999, (1868).
[5] Comitis v. Parkson, (1893) 56 Fed 556.
[6] Pequignot v. Detroit, (1883) 16 Fed. 211.
[7] Jennes v. Zandes, (1897) 84 Fed. 73.